

Contract no. 891

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AGREEMENT

Between

HANOVER PARK REGIONAL HIGH SCHOOL
DISTRICT BOARD OF EDUCATION

and

HANOVER PARK REGIONAL HIGH SCHOOL
DISTRICT NON-CERTIFICATED ASSOCIATION

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July 1, 1992 - June 30, 1994

PREAMBLE

THIS AGREEMENT, entered into as of the First day of July, 1992, by and between the HANOVER PARK REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION, East Hanover, New Jersey, hereinafter called the "Board", and the HANOVER PARK REGIONAL HIGH SCHOOL DISTRICT NON-CERTIFICATED ASSOCIATION, hereinafter called the "Association".

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the majority representative and thereby as the exclusive representative for collective negotiations concerning the terms and conditions of employment as permitted by law of the regularly employed employees of the Board in the following designated position:

Custodians
Maintenance Employees
Groundsmen

but excluding Mechanic, Dispatchers, and all management, supervisory or confidential employees.

B. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement shall refer to all personnel represented by the Association in the negotiating unit as above defined, and reference to male employees shall also include female employees where the text herein so requires.

C. Any employee who is *not* a member of the Association but eligible for membership in the Association shall pay a representation fee in lieu of dues for services rendered by the Association. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law and, in no event, shall such representation fee exceed eighty-five (85%) percent of the regular annual membership dues, fees and assessments. Membership in the Association is available to all eligible employees on an equal basis and the Association has established and maintains a demand and return system which complies with the requirements in Section 2(c) and 3 of the Act. The payroll deductions for such representation fees shall be made pursuant to the procedure applicable in the District to salary deductions.

4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. All time periods contained in this grievance procedure may be extended by mutual agreement of the parties in writing.

5. Any aggrieved party may be represented at all stages of the grievance procedure by himself and/or one representative.

C. 1. Any employee who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level, and if the discussion does not resolve the matter the employee shall initiate the grievance procedure by setting forth his/her grievance in writing to the Superintendent or his designee on the grievance forms provided. Failure to do so within the time limits set forth in Paragraph A(1) above shall be deemed to be a waiver of or an abandonment of the grievance. The Superintendent or his designee shall hold a hearing within ten (10) working days of the presentation of the written grievance and shall render his decision within seven (7) working days thereafter.

2. If the grievance is not resolved to the employee's satisfaction after review by the Superintendent or his designee, the employee may, no later than five (5) working days after receipt of the Superintendent or designee's decision, appeal such decision to such committee of the Board of Education as the Board shall designate. An appeal to the Board Committee must be made in writing and delivered to the Board Secretary within the time deadline specified above. Such written appeal shall recite the matter submitted to the Superintendent or his designee and shall specify the aggrieved party's reason for dissatisfaction with the rendered decision. Written copies of the appeal shall be furnished by the grievant to any other parties who may have a direct interest in the grievance.

The designated Board Committee shall, within twenty-one (21) calendar days from the receipt of the grievance appeal by the Board Secretary, conduct a hearing on the matter and may request the submission of additional written material. The Board Committee shall render its determination in the matter within thirty-five (35) calendar days from the receipt of the grievance appeal. The decision of the Board Committee shall be final and binding.

3. In the event the grievance is an appeal from a discharge of the employee and the grievance is not resolved to the employee's satisfaction after review by the Superintendent or his designee, the employee, no later than five (5) working days after receipt of the decision, may request a review by the Board of Education. Appeals which arise from discharge as a ground must be initiated within three (3) working days from the notification of discharge. The Board in a discharge case shall conduct a hearing within fifteen (15) working days of the receipt of the grievance appeal by the Board and shall make a determination within seven (7) working days from the date of the final hearing. The foregoing provision for appeal from a discharge of the employee shall not apply to discharge of a new employee at any time during and including the first ninety (90) calendar days of employment in the District. The decision of the Board shall be final and binding.

ARTICLE IV

BENEFITS

A. 1. Existing fringe benefits will continue during the term of this Agreement in accordance with applicable Board policy and regulations now in effect or as same may be hereafter adopted or modified.

2. Employees shall receive a clothing allowance of \$200.00 per year, to be paid in two (2) equal installments of \$100.00 each, with the first installment paid as soon as practicable after July 1 and the second installment paid as soon as practicable after January 1 of each contract year.

3. In the event an employee uses no more than two (2) sick leave days in a current contract school year, such sick leave days used will not be charged against such employee's eleven (11) allowable annual sick leave days, and such employee will accumulate eleven (11) sick leave days to be used as needed in subsequent years. Employees who use more than two (2) sick leave days during the current contract school year will be charged for all sick leave days used.

B. Compensation for Unused Sick Days:

1. Upon retirement for service and age from a State administered retirement system, each employee who has accumulated at least fifty (50) sick leave days shall be entitled to receive a lump sum retirement payment for earned and unused accumulated sick leave not to exceed \$2,800.00 based on \$28.00 per day for each day of earned and unused accumulated sick leave. An employee who elects a deferred retirement benefit shall not be eligible for the retirement payment.

2. Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before November 1st prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1st for the reason that such employee has not at that time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrates valid reason to waive the November 1st notice date, he or she will receive the benefit provided for. The Board, however, may defer payment of all or part of the benefit to the year following the retirement.

C. Temporary Leaves of Absence:

1. Absences permitted are for brief periods not chargeable to sick leave. The provisions for leave at full pay, stated below, shall be for one (1) school year and shall not be accumulative for use in another school year. The intent in providing personal leave days

ARTICLE V

VACATION ENTITLEMENTS

A. Employees shall be entitled to vacation time as follows:

<u>After Completing Full Years of Service</u>	<u>Number of Weeks</u>
1 - 4	2
5 - 11	3
12+	4

B. Employees shall arrange their vacation periods with their supervisor. It is understood that in scheduling vacations, supervisors shall maintain adequate staff on the job to insure custodial, maintenance and grounds coverage of the facilities.

ARTICLE VI

WORK WEEK

A. The District work week for all employees covered by this Agreement shall commence on Saturday and conclude on the following Friday. During such work week, each employee shall work a 40-hour, 5-day regular work week. From September 1 through June 30, two (2) night custodians shall work at Hanover Park High School on each Saturday and two (2) night custodians shall work at Whippany Park High School on each Saturday. The District may in its discretion require only one (1) night custodian to perform Saturday duty at either High School. Other employees, including matrons, days custodians, groundsmen and maintenance personnel shall work five (5) days from Monday to Friday. Sunday shall not be scheduled as a regular work day for any employee.

B. Saturday duty shall be rotated among all covered night custodians according to a regular schedule, provided that no custodian shall be required to work more frequently than every third Saturday. A schedule of anticipated assignments shall be prepared in August of each year for September through January, and in January for February through June. Confirmation of the tentative schedule for each month, including notice of any changes thereto, will be given during the last week of the preceding month. A custodian performing Saturday duty shall be entitled to be off on Sunday (unless called in for an emergency) and one other day during the week, which may be Monday if the employee desires. The employee shall designate the additional day off at the beginning of each school year, and the day selected shall remain the employee's additional day off throughout the school year whenever Saturdays are worked, unless the Superintendent

to or better than presented by the present carrier. The Board agrees to discuss any proposed change of coverage or carrier with the Association prior to making any such change.

B. Employees shall receive the same full-family Dental Insurance Plan provided to District teachers. Effective July 1, 1992, each employee shall pay five (5%) percent of the dental insurance premium through a payroll deduction plan. All employees shall participate in the Dental Insurance Program.

ARTICLE VIII

BOARD RIGHTS

A. The Board of Education, subject only to the express provisions of this Agreement, reserves to itself all rights of management of the School District and full jurisdiction and authority over matters of policy, rules, regulations and practices in furtherance thereof and reserves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and Laws of the State of New Jersey and of the United States.

By way of illustration and not by way of limitation of the rights reserved to the Board, are the rights:

1. To direct the employees of the School District;
2. To hire, assign, promote, transfer and retain employees covered by this Agreement within the School District, or to suspend, and to demote, discharge, or take other disciplinary action against employees;
3. To relieve employees from duties because of lack of work or other legitimate reasons;
4. To maintain the thoroughness and efficiency of the School District operations entrusted to it;
5. To determine the methods, means, and personnel by which such operations are to be conducted and to subcontract for goods and services;
6. To take whatever other actions may be necessary to accomplish the mission of the School District in any situation.

3. such meetings shall not interfere with the performance of unit members' work, nor shall such meeting result in or cause a need for overtime to complete work which would have been accomplished during regular working hours but for the meeting;
4. each such meeting shall be no longer than one (1) hour in duration; and
5. the Association shall provide the Administration with at least forty-eight (48) hours' notice of the meeting, and the Administration shall permit all members to attend, so long as the Association shall have complied with all provisions of this Section "G".

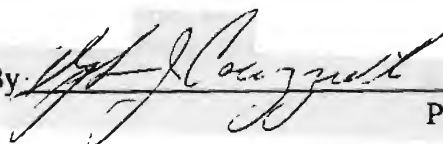
ARTICLE X

DURATION OF AGREEMENT

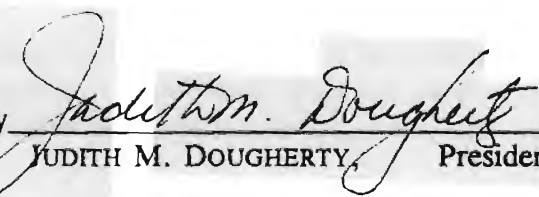
A. This Agreement shall be effective as of July 1, 1992, and shall continue in effect until June 30, 1994.

B. **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, on the dates set forth below.

HANOVER PARK REGIONAL HIGH
SCHOOL DISTRICT NON-CERTIFICATED
ASSOCIATION

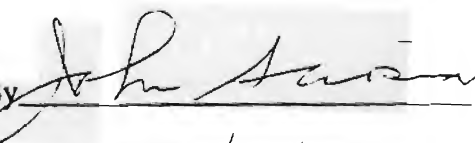
By: 
President

HANOVER PARK REGIONAL HIGH
SCHOOL DISTRICT BOARD OF EDUCATION

By: 
JUDITH M. DOUGHERTY, President

ATTEST:

ATTEST:

By: 

By: 
ARLENE R. LAMPERT, Secretary

DATED: 12/7/92

DATED: 12/9/92

SCHEDULE "A-2"

1993-94 SALARY GUIDE

Step	Custodian	Grounds	Maintenance
1	24,237	25,075	26,938
2	25,171	26,075	27,957
3	26,069	27,086	28,969
4	26,969	28,098	29,981
5	27,868	29,110	30,992
6	28,766	30,183	32,003
7	29,666	31,256	33,015
8	30,571	32,341	34,246
9	31,481	33,437	35,476
10	32,391	34,588	36,707
11	33,302	35,740	37,938

Notes:

A differential of 10% has been built into the custodian section of the above guides in order to compensate for night work hours. Custodians who work daytime hours on a regular basis will receive 10% less than provided in the custodian guides above.

The foregoing guides are based upon twelve (12) month employment, and the salary of any personnel employed for less than a twelve (12) month basis will be prorated accordingly.

Employees remain on the same salary guide step in 1993-94 as they were on in 1992-93.